## **EXHIBIT B**

## CLAIM FORM AND INDIVIDUAL RELEASE

In order to claim a share of the Net Settlement Amount from the settlement of the lawsuit filed as a class action against 3PD Inc. n/k/a XPO Last Mile, Inc. d/b/a XPO Logistics ("XPO") you must complete and return this form to the counsel for the plaintiff class at the address listed below. Claim forms must be submitted by mail, fax, or email, but in all circumstances must contain your original signature. All members of the Settlement Class must return the form to address below, or have it postmarked, by [45 days after mailing] in order to claim a share of the settlement proceeds.

Harold L. Lichten, Esquire
Benjamin Weber, Esquire
Lichten & Liss-Riordan, P.C., 729 Boylston Street, Suite 2000
Boston, MA 02116
www.llrlaw.com; Fax: 617-994-5801; Phone: 617-994-5800
kerickson@llrlaw.com (Karin Erickson, Class Action Administrator)

Name:		
Address:		
	Cell Phone:	
Email address:		
Social Security Number:		

To qualify for your share of the settlement, you must agree to the following conditions by signing on the line below:

## RELEASE OF CLAIMS

I and all of my agents, representatives, attorneys, insurers, successors and assigns and all entities in which I have or claim an interest hereby release and forever discharge XPO and its present and former parent companies, subsidiaries, divisions, affiliates, successors, predecessors, related companies, and joint ventures, and each of their present and former officers, directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors, representatives, consultants, pension and welfare benefit plans, plan fiduciaries, administrators, trustees, general and limited partners, predecessors, successors and assigns, any individual or entity which could be jointly liable on behalf of the foregoing, and all other persons acting under the supervision, direction, control or on behalf of any of the foregoing (collectively, the "Defendant Releasees"), from any and all claims, demands, rights, liabilities, and/or causes of action of any nature and description whatsoever, whether known or unknown, at law or in equity, whether concealed or hidden, whether under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law, which Settlement Class Members asserted in the Action or could have been asserted against the Defendant Releasees including, but not limited to, claims arising out of, derived from, or related to the facts and circumstances alleged in, or could have been alleged in, the Action. Released Claims include, without limitation, all rights and claims under the Illinois Wage Payment and Collection Act (820 Ill. Comp. Stat. 115/1 et seq.) (the "IWPCA"), the Illinois common law claims of unjust enrichment, wage and hour related claims, demands, rights, liabilities, and/or causes of action of any nature and description whatsoever for wages, benefits, damages, costs, penalties, liquidated damages, treble damages, punitive damages, interest, attorney fees, litigation costs, restitution, equitable relief, or other relief, and any claims of alleged unjust and/or improper (1) classification as an independent contractor and/or non-employee exempt from federal and state minimum wage and/or overtime laws, or any other alleged misclassification under federal or state laws or any alleged misclassification related to employment-related claims; (2) deductions from compensation and/or wages; (3) failure to pay minimum wages; (4) failure to provide proper pay stubs or other records related to hours worked, wages earned, and/or payroll deductions; (5) failure to pay, indemnify, and/or reimburse for work-related expenses; (6) failure to pay all wages when due; (7) failure to calculate and/or pay overtime compensation; (8) failure to keep and maintain any records required to be kept or maintained under federal and/or state wage and hour laws; (9) retaliation; and/or (10) enrichment in any manner of Defendant by any conduct alleged or that could have been alleged in this Action. The releases in this paragraph include all federal and state statutory claims, including claims under Illinois law, the federal Fair Labor Standards Act ("FLSA"), and common law claims at any time during the Class Period.

## **CONSENT AND VERIFICATION**

By signing this Claim Form, I am consenting to, and agreeing not to opt-out of, the Settlement, and agreeing to be bound by the Settlement. I am acknowledging I want to receive a settlement payment, and in return, I release all claims as set forth in the Settlement Agreement.

I understand that the settlement proceeds that I will receive may be taxable.

Signed under the pains and	penalties of perjury.	
	(Signature)	
	(Date)	

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